

# **EXHIBIT 6**

## **Part 1 of 2**

**Memphis Plant Agreement**

**between**

**Coors Brewing Company - Memphis, Tennessee**

**and**

**Local Union 1195, Memphis, Tennessee**

**Affiliated with the International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen and Helpers  
of America - AFL-CIO**

**2001 - 2005**

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## ARTICLE I RECOGNITION

### Section 1. Recognition.

The Coors Brewing Company, hereinafter called "Coors" or "Company," hereby recognizes Local Union 1196, Memphis, Tennessee, and the Brewery and Soft Drink Workers Conference, United States of America and Canada, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, hereinafter called the "union" as the exclusive bargaining agent concerning wages, hours, and other conditions of employment for the production and maintenance employees of the Memphis, Tennessee Brewery Plant of the Company.

### Section 2. Additional Recognized Units.

In the event the Union claims to represent a majority of the employees in any appropriate bargaining unit or classification, outside the production and maintenance unit at the Memphis, Tennessee, Company brewery, the Company and Union may follow any NLRB recognized procedures to resolve the claim for representation, or instead may agree to follow non-NLRB procedures to resolve such claim of recognition. The Company and the Union agree that such procedures will in any case involve a secret ballot election on the basis of which eligible employees included in any such appropriate unit, may freely determine the representational issue by majority vote.

### Section 3. Successorship.

This Agreement shall be binding upon the successors, purchasers, assignees, or transferees of the Company, whether such succession, purchase, assignment, or transfer be affected voluntarily or by operation of law, and in the event of the Company's merger or consolidation with another company or companies, this Agreement shall be binding upon the merged or consolidated company.

## ARTICLE II UNION SECURITY

### Section 1. Hiring.

The Company shall notify the Union whenever additional employees are needed and the Union shall have the first opportunity to furnish applicants, if it is able to do so. The Company retains the right to reject any applicant referred to it by the Union. The Company may hire employees from any source.

### Section 2. Union Shop.

If the Union Shop becomes permissible in Tennessee, a Union Shop provision shall be included in this Agreement. Such Union Shop provision shall be negotiated in the period between the date of

enactment and the effective date of the federal and/or state law amendment authorizing such Union Shop provision for the Memphis, Tennessee plant of the Company.

#### Section 3. Checkoff:

A. The Company agrees to deduct from the pay of all employees covered by this Agreement the regular dues, initiation fees, and general assessments and agrees to remit to Local 1196 all such deductions, provided that the Union delivers to the Company advance written authorization signed by the employee, irrevocable for one year or the expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Company in writing each month a list of its members working for the Company who have furnished such advance written authorization, together with an itemized statement of regular dues, initiation fees, and general assessments to be deducted for such month from the pay of such members. The Company shall deduct and remit to the Local Union 1196 in one lump sum, the amount so certified in respect to each such member from the first paycheck of such member, following receipt of such certification of statement and remit the same to the Union within fourteen (14) days following such deduction.

B. Upon request from the Local Union, and in the event the Union delivers to the Company an advanced, written authorization, signed by the employees, irrevocable for one year or the expiration of this Agreement, whichever shall first occur, a biweekly deduction from wages, if in compliance with state and federal law, for D.R.I.V.E., to be transmitted by the Local Union to the appropriate D.R.I.V.E. chapter. In case any error or improper deduction is made by the Company, a proper adjustment of same will be made by the Union with the affected employee. The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, will pay any administrative costs involved with the D.R.I.V.E. deduction of the Company. The Company shall submit its annual administrative costs for D.R.I.V.E. deductions to the Local Union, with a copy to the International Union, on or before December 1 of each year under this Agreement. Any disputes with respect to these administrative costs shall be handled under the grievance procedures as set forth in ARTICLE VIII herein.

#### Section 4. Harmonious Relations:

In order to promote a harmonious relationship between the parties, the Company will give to all new employees, a copy of this Agreement, an application card for membership in the Union, and an authorization for check-off of Union dues and initiation fees. These documents, provided by the Union, will be forwarded to the Union upon execution by the employee.

### **ARTICLE III SENIORITY**

#### Section 1. Probationary Period:

All employees hired after the effective date of this Agreement shall be considered probationary employees for their first ninety (90) work days, and during such period, shall be subject to termination of employment by the Company without Union review. Upon completion of their probationary period, such employees shall be credited with seniority from the commencement date of their employment with the Company and become regular employees. Such employee shall be placed on the seniority roster and credited with seniority commencing the day following the seniority date of the lowest employee then on the seniority roster.

#### Section 2. Departments and Groups:

A. Production seniority and maintenance seniority shall be on a plant-wide basis and shall be defined as the employee's length of service with the Company in the bargaining unit covered by this Agreement, except as provided in Section 9 of this Agreement. Seniority, as so defined, shall be used in settling all matters governed by seniority in both production and maintenance departments.

B. The maintenance department is divided into five (5) groups: electricians, mechanics, operating engineers, paint crew, and material handlers.

Electricians have responsibility for electrical maintenance work. This includes repairs, maintenance of electrical equipment within the plant, troubleshooting of electrical equipment, maintenance of electrical motors, motor starters, and control devices associated with electrical equipment.

Routine tasks, including changing of light bulbs, fluorescent tubes, or cleaning of light fixtures, may be performed by any respective departmental personnel.

Mechanics have responsibility for machine and equipment maintenance, which includes mechanical maintenance and repair of production-related equipment.

Operating engineers have responsibility for powerhouse equipment, including utility supply lines and refrigeration equipment. This includes the adjusting, cleaning, and maintenance of machinery and piping the above areas. This will not prevent the other maintenance personnel from performing maintenance work in the above areas.

Material handlers have responsibility for material handling duties including store keeping, record keeping, processing, warehousing and delivering of materials. Receives all non-critical materials and storeroom inventoried chemicals; provides appropriate records and

documentation; manages all parts and materials purchased for baseline and capital projects; prepares materials and packages for shipping; responsible for shipping test beer; performs bin and shelving maintenance; coordinates tool and radio check-out and responsible for storeroom housekeeping.

Maintenance department personnel will be required to do work outside their skill when it is incidental to the work they are performing in their skill.

Paint crew performs necessary facilities paint projects. The existence of this paint crew does not prohibit the Company from utilizing other bargaining unit personnel for miscellaneous paint work as deemed appropriate by the Company.

C. The production department is divided into four (4) groups - brewing, blending and finishing, packaging, and distribution.

Brewing employees have responsibility for the operation and cleaning of all equipment related to the brewing process, including equipment necessary to perform those duties.

Blending and finishing employees have responsibility for the operation and cleaning of all equipment related to the blending and finishing process, including the receiving and processing of bulk beer from the Golden beer loadout facility.

Packaging employees have responsibility for the operation and cleaning of all equipment related to the packing process, including equipment necessary to perform those duties.

Distribution employees have responsibility for the operation of all equipment related to the warehousing and shipping operations.

The Company recognizes employees as one of its more valuable assets and in order to protect their jobs' security in a changing work environment, the parties agree to the following. The Union agrees with the Company, in the implementation of alternative approaches to the Company's processes and to work now done by the Company's employees, to improve overall competitiveness and efficiency, and the parties intend thereby to provide job security to the greatest possible number of employees. In that regard it is understood there will be some overlap of duties between Production employees and Maintenance employees. For example, Production employees and Maintenance employees will perform quality checks and basic or routine Maintenance, such as lubrication, simple repairs, and adjustments, incidental to the employee's primary assignment. They will also be involved in such activities as line conversions/changeovers and overhauls.

The following list contains the items the above paragraph refers to as a starting point:

- Assist in changeover and adjustment to packers, hi-cone, shrink-wrap
- adjust palletizer case guides
- bottle rinser adjustments
- filler vent tube replacement
- replace glue nozzles
- labeler adjustments (label baskets, change sponges, rail adjustments)
- drop packer lane adjustments and packer grid finger replacement (case stop adjustments, rail adjustments)
- replace Perlick zwicks
- make-up new hoses (beer, CO<sub>2</sub>, vent, water drops)
- replace hose fittings
- remove safety fittings from tanks (vacuum breakers and breaker bar assemblies)
- replace light bulbs (i.e., panelboard, sightglass, control panels, overhead)
- replace missing valve handles
- lift lauter-tun plates
- clean centrifuge disc stacks

In support of overhauls with maintenance personnel:

- replacement of conveyor belts and rollers
- conveyor table top chain disassembly, reassembly for cleaning and overhaul
- rebuild shrink-wrap seal bars
- disassemble, reassemble/remove, replace filter valves

The list is not intended to provide all examples of basic and routine maintenance work.

The Company agrees that it will not discipline production employees during the orientation and training process needed to get production employees fully certified. Upon certification, production employee performance will be appropriately evaluated in accordance with the Company's work standards and the Labor Agreement.

In a continuing effort to enhance efficiencies and job security in a changing working environment, the parties agree that within 90 days following ratification of this agreement, a Committee made up of five (5) bargaining unit employees selected by the Union and five (5) management employees selected by the Company will meet at regular intervals to discuss any additional items that can be added to the above list. However, both parties must mutually agree to any changes.

In the event it becomes necessary to layoff any mechanical or electrical employees within the Maintenance Department then this work referred to above will automatically revert back to the Maintenance Department employees.

These general descriptions of the work involved are not intended to be all-inclusive. It is the responsibility of each employee to take steps as necessary to assure the quality of the product.

- D. In instances where sufficient personnel are not available on a shift in any production and/or maintenance group, then employees may be assigned from any other group on a temporary basis to work in such group.

### Section 3. Blending/Finishing Department Selection Procedure.

Employees may bid, on the basis of Company seniority to seek to qualify for Blending/Finishing Department positions. The Company will select employees for assignment to Blending/Finishing Department positions on the basis of skill and ability. In the event that the Company determines that the skill and ability of two or more employees is equal, the Company will select the most senior employee for the position(s). In the event the Company cannot adequately staff its Blending/Finishing positions from those bidding for such positions, the Company will assign employees with the requisite skill and ability to the positions.

### Section 3.01. Probationary Period - Job Reinstatement, Blending/Finishing Department.

Employees selected for Blending/Finishing Department positions shall be on probation for the first forty-five (45) days, and may be returned by the Company to their former position without loss of seniority at any time during such period. Such employees so selected may similarly choose to return to their former position without loss of seniority during such forty-five (45) day period. Any such choice to return to the former position shall disqualify such employee for any future bid to the Blending/Finishing Department for a period of one (1) year from the effective date of such return-decision. Employees so selected for such positions may bid for available positions in other departments and be awarded or assigned to such positions, provided such bids may be made only on a semi-annual basis (every six months).

### Section 4. Rehire.

Once an employee covered by this Agreement ceases to be a regular employee and is thereafter rehired by the Company, he/she shall be rehired as if he/she had never been previously employed by the Company.

### Section 5. Seniority Determination.

The relative seniority of employees hired on the same day shall be determined by lot. Lots will be drawn within the first two (2) weeks of employment in the presence of a Union representative. The Company will post a list of employees affected with the Union official present at the time of drawing.

### Section 6. Layoffs.

- A. In the event of production layoffs, employees shall be laid off in the order of their seniority, i.e., those with the lowest seniority shall be laid off first and those with the highest seniority last. When employees are recalled, they shall be recalled in the reverse order of layoff.
- B. In the event of layoffs in maintenance, employees shall be laid off in the order of their seniority as defined in Section 2(B) of this Article in the group affected by the layoff, i.e., those with the lowest seniority in the group shall be laid off first, and those with the highest seniority in the group last. When employees are recalled, they shall be recalled in reverse order of layoff. It is understood that the Company may retain sufficient employees in each group to maintain the necessary operations.

- C. When it economically becomes necessary, the Director of Human Resources shall furnish the Union with a list of employees affected and their seniority status, at least three (3) working days prior to the scheduled date of layoff, or as soon as the Company becomes aware of the necessity of a layoff, whichever is the lesser. Failure to notify the employee at least three (3) days in advance shall require the Company to pay the employee for up to such three (3) days. In no event shall the layoff notice reduce the employee's regular forty (40) hour week.

### Section 7. Notice of Recall.

Notices of recall from layoff shall be given by the employer to the recalled employee in the most expeditious manner possible. It shall be the responsibility of each employee to keep the Company informed of the employee's current telephone number and address to enable the Company to give this notice. If an employee cannot be reached for recall in order of this seniority, the Company may proceed to call the next most senior employee who is on layoff. At the time employees are recalled, or as soon thereafter as is feasible, the Company shall give the Union the names of the employees recalled and the date upon which they are expected to return to work. The Company shall make every reasonable effort to complete telephone notice of recall, but if the Company is unable to complete telephone notice of recall to any employee, the Company shall notify the Steward of the affected employee. The Steward shall try to locate the employee by phone. If the Company and Steward fail to locate the laid off employee, the Company will send a registered letter to the employee, with copies to the Union and Steward, stating the date the employee is expected to return to work and informing the employee that he/she has ten (10) days from the time the letter is received by them to return to work.

### Section 8. Seniority List.

The Company shall supply the Union with a list of employees in the order of their seniority, as that term is defined in Section 2 of this Article. This list shall include the name, address as shown on the Company's records, and the date of hire of all employees covered by this Agreement. The list shall be brought up to date by the Company with a copy to the Union every three (3) months.

Section 9. Termination of Seniority.

Seniority shall be lost by:

- a) quit or discharge for just cause;
- b) failure to report for work within ten (10) days after receipt of recall notice by employee and the Union, unless excused for good reason by the Company;
- c) layoff in excess of twenty-four (24) months;
- d) failure to return upon expiration of leave of absence;
- e) absence from work for a period of two (2) consecutive working days without notifying the Company, unless the employee can present valid reasons which prevented his/her notifying the Company.

Section 10. Supervisors.

When an employee accepts a supervisory or other position with the Company, he/she will relinquish all of his/her seniority rights in the bargaining unit, provided, if an employee is accepted into a supervisory in training position with the Company, the employee will retain all seniority rights for a period not to exceed twelve (12) months following such acceptance. Upon completion of the supervisory in training program, the employee will return to the bargaining unit under his/her previously held position with accrued seniority. If an employee is offered a full-time supervisory position with the Company and later returns to the bargaining unit, he/she will start as a new employee for the purpose of layoff, vacation selection, etc., but will hold all seniority for fringe benefits only, such as vacation earned, etc.

Section 11. Supplemental Unemployment Benefits.

In the case of layoff, employees with six (6) months or more of service who are laid off and have recall rights will receive the difference between any unemployment compensation paid by the state, plus any monies paid by the Company, and \$320 per week, for a period of twelve (12) consecutive months or recall back to their job, whichever is less. Should the state unemployment benefit increase, the Company agrees to maintain the \$100 spread between the state unemployment benefit increase and the allowable maximum for the life of the agreement. Employees will present unemployment compensation checks to a designated company representative to verify receipt of benefits.

Section 12. Preferential Seniority.

Preferential seniority shall apply to the Chief Steward, who, notwithstanding his/her position on the seniority roster, shall have preferential seniority in cases of layoff, recall, and shift preference, provided there is work available which he/she is qualified to perform.

**ARTICLE IV.  
LEAVE OF ABSENCE**

Section 1. Union Leave.

Leave of absence shall be granted employees selected or appointed to a full-time paid official position with the Union and their seniority at the time of such leave shall be maintained and accumulated and upon return to work, provided they return within ninety (90) calendar days of termination of their Union position, they shall revert to their original position on the seniority list, as if their employment had continued, and their health and welfare benefits under this Agreement shall be reinstated as of the day upon which they returned to work.

Section 2. Personal Leave.

For just reasons, and conditions being permissible, regular employees may be granted leave of absence for six (6) months or less with the privilege for applying for renewal for one (1) additional six (6) month period or less without prejudice to seniority rights, or any other rights, provided that the application for renewal is approved by the Company and the Union. Neither the Company nor the Union shall withhold the privilege of the initial leave of absence, except for just cause. Leave of absence shall not be granted for the performing of outside employment, except as stated in Section 1 of this Article. All appropriate leaves of absence pertaining to the Family and Medical Leave Act (FMLA) will be honored according to applicable law and as herein provided. If FMLA leave is utilized for an employee's eligible family member, he/she will be required to use fifty percent (50%) of available vacation time each FMLA leave first before going to unpaid status. Appropriate documentation by the Employee pertaining to the need for the time off is to be provided by such Employee to the Company's designated Absence Case Management Representative.

Section 3. Military Leave.

All regular employees who are drafted into military service shall be considered on leave of absence shall retain all employment rights with seniority as provided by the Selective Service Act. Employees called into National Guard or Reserve units for periodic training shall be granted leaves of absence. An employee who has completed his/her probationary period and who is given leave of absence for such Reserve duty or training, shall be reimbursed in an amount equal to the difference between his/her military pay and his/her straight-time wages, including shift differential for the period of such absence, not to exceed one hundred sixty (160) work hours in any one (1) calendar year.

The Company shall pay the health and welfare and pension fund contributions for employees on leave of absence for training in the military Reserves or National Guard, but not to exceed four (4) calendar weeks, provided such absence affects his/her credits or coverage for health and welfare and/or pension.

#### Section 4. Medical Leave.

For the period April 1, 2001, to April 1, 2005, medical leave of absence will be honored for up to twenty-four (24) consecutive months in appropriate circumstances in conformance with applicable law. The employees unable to perform reasonable accommodated work assignments beyond such twenty-four (24) month period will be subject to termination as provided in ARTICLE III, Section 9(d). Employees with the approval of the Company physician outlining restricted work duty may perform light duty work for a period not to exceed thirty (30) consecutive days.

#### **ARTICLE V. DISCIPLINARY ACTION**

##### Section 1. Discharge and Discipline.

The right of the Company to discharge, suspend, or otherwise impose discipline in a fair and impartial manner for just and sufficient cause is hereby acknowledged. Notice in writing of such disciplinary action shall be given to the employee and the Local Union within fifteen (15) calendar days of such action and the reason therefor. No discipline, written notice of which has not been given to the Union and the employee, nor any discipline which has been given more than nine (9) months prior to the current Act, shall be considered by the Company in any subsequent discharge, suspension, or other disciplinary action. If an employee is suspended or discharged, he/she shall not be allowed to complete his/her regular shift or be paid for the balance of such shift.

##### Section 2. Procedure.

If the Union is dissatisfied with the discharge, suspension, or other disciplinary action, the questions as to whether the employee was properly discharged, suspended, otherwise disciplined shall, upon request of the Union, be reviewed in accordance with the grievance procedures set forth in this Agreement.

#### **ARTICLE VI. STEWARDS**

##### Section 1. Steward's Designation.

The Company agrees to recognize one (1) Chief Steward, and one (1) Shift Steward on each shift in the following groups:

- A. brewing;
- B. blending and finishing;
- C. packaging;
- D. distribution;
- E. maintenance;

- F. power house;
- G. electrical;
- H. paint; and
- I. material handlers.

In the event any new departments come under this Agreement at a later date, pursuant to ARTICLE I, Sections 2 and 3 of this Agreement, the Company will recognize additional Shop Stewards as then agreed upon.

The names of the Chief Steward and Shift Stewards on each shift shall be furnished by Union to the Company. In the case of a Steward being absent, he or she may appoint a replacement or the Union business representative may appoint a replacement.

##### Section 2. Grievance Processing.

If the Chief Steward or any of the Shift Stewards shall find it necessary to perform their union duties during working hours, they shall be promptly released from work by their supervisor within twenty (20) minutes and at no time longer than twenty (20) minutes, to the extent of investigating the matter and conferring with the Supervisor of their group without loss of pay. If the Shift Steward fails to effect a settlement, he/she shall immediately report to the Chief Steward or the designated union business representative and then immediately resume work. If the Chief Steward or any of the Shift Stewards find it necessary, they will place the grievance in writing and submit in accordance with ARTICLE VIII, Section 2 of this Agreement.

##### Section 3. Grievance Investigation.

The Chief Steward and all Shift Stewards (and alternates, if applicable) shall be permitted time to investigate, present and process grievances on the Company property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during all stewards' regular working hours shall be working hours in computing daily and/or weekly overtime if within the regularly scheduled hours of all stewards. The Chief Steward will be paid for all time spent discussing grievances with a Management representative in the plant while not on regular duty at the applicable hourly rate up to a maximum of five (5) hours per week and provided that the Chief Steward is working on the afternoon or night shifts.

##### Section 4. No Precedent.

Any settlement of a question by the Shift Steward and the immediate supervisor of any employee involved in a dispute shall not establish a precedent or conflict in any manner with the provisions of this Agreement.

## Section 5. No Strike Authority.

The stewards (and alternates, if applicable) have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union. The Company recognizes these limitations upon the authority of the Stewards (and their alternates, if applicable) and shall not hold the Union liable for any unauthorized acts, provided that in the event of any unauthorized action, the Union, through its Business Agent, shall notify the Steward, alternates and members that the actions are unauthorized and that such action should be terminated immediately. The Union's Business Agent, upon request, shall notify the Company whether or not the action is the authorized action of the Union. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

## ARTICLE VII BUSINESS AGENTS AND UNION OFFICIALS

Authorized Business Agents and other duly authorized representatives of the Union and the International Union may have access, during working hours, to any department of the Company, if employees whose work is covered by this Agreement are employed therein, upon notification to the Company or the Company's authorized representative of his/her intended presence on the premises. The Company shall at all times have on the premises an authorized representative to accept the required notification.

## ARTICLE VIII GRIEVANCE PROCEDURE

### Section 1. Definition.

A grievance within the meaning of this procedure shall be defined as any difference between the Company and the employee covered by this Agreement or between the Company and the Union as to the following:

- A. Any matter relating to wages, hours of work, or working conditions covered by this Agreement, or
- B. Any matter involving the meaning, interpretation, application, or alleged violation of this Agreement by the Company.

The Company and the Union must resort to the use of the grievance procedure established herein; provided, however, that this shall not be construed as requiring the originator to process a grievance which he/she considers as having insufficient or no merit.

## Section 2. Procedure.

Prior to the institution of any grievance, any employee who believes he/she has suffered a grievance, shall, with the assistance of a Steward, attempt to resolve the matter with his/her supervisor. If after conferring with the supervisor, the matter is not settled to the satisfaction of the employee, the following procedure may be utilized:

### Step 1:

Any employee believing he/she has suffered a grievance may present the grievance accompanied by his/her Shift Steward to his/her department head or his/her designated representative for adjustment within five (5) working days after the occurrence giving rise to the grievance. The representative of management shall give an oral reply two (2) working days after submission of the grievance.

### Step 2:

If the grievance shall not have been adjusted under Step 1, then within four (4) working days after reply given under Step 1, the grievance shall be submitted in writing to the Director of Human Resources setting forth the specific provision of the Agreement alleged to have been violated and it shall be considered at a time to be mutually agreed upon at a meeting of the Management-Designated Representative and the business representative of the Union, which meeting shall take place no later than four (4) working days after submission and the Management-Designated Representative shall give his/her reply in writing within four (4) working days after such meeting. Such representative of both the Company and the Union shall reasonably be available to each other during office hours. Grievances concerning employees in more than one department or general union grievances may be presented in writing under Step 2 without proceeding through Step 1. No discipline involving time off may be imposed until Step 2 is completed, except in cases of gross misconduct (fighting, theft, dishonesty, etc.)

### Step 3:

If the grievance shall have been submitted but not adjusted under Step 2, either party may, within ten (10) working days after the reply of Management under Step 2, refer the grievance to the Grievance Adjustment Committee established by the Company and the Union pursuant to the terms of this Agreement. In any case, where the Grievance Adjustment Committee by a majority vote renders a decision on the grievance, that decision shall be final and binding on all parties with no further appeal.

Step 4: If the grievance shall have been submitted but not adjusted under Step 3, either party may, within five (5) working days after receipt of the publication of the Grievance Adjustment Committee decision, request in writing that the grievance be submitted to an arbitrator mutually agreed upon by the Company and the Union. If within five (5) working days the Company and the Union do not agree upon the arbitrator, such arbitrator shall be selected from a panel of five (5) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) within ten (10) working days after receipt of such panel. The rules of the FMCS shall govern the selecting of an arbitrator. The decision of the arbitrator shall be final and conclusive on both the Company and the Union. Any expense incidental to and arising out of the arbitration shall be borne equally by the Company and the Union.

#### Section 2. Time Limits.

It is agreed that time is of the essence under this Article, and if any time limit set forth in this Article is not complied with, the grievance will be automatically decided against the party who fails to comply with such time limit, unless an extension of time is mutually agreed upon, in writing, prior to the expiration of such a time limit.

#### Section 4. Grievance Adjustment Committee.

The Grievance Adjustment Committee, and panels thereof, shall consist of an equal number of representatives appointed by the Company and the Union. Panels of the Committee designated to hear any grievance case shall consist of one (1) representative from each group. Meetings of the Grievance Adjustment Committee, and panels thereof, will be chaired on an alternating basis by the Company Co-Chairman and the Union Co-Chairman.

The Grievance Adjustment Committee shall formulate rules of procedure to govern the conduct of its proceedings. It may appoint Co-Secretaries, one representing the Union and the other representing the Company, who shall be charged with the responsibility for scheduling meetings, composing the agenda, keeping the official records of the Committee and other such functions.

The Grievance Adjustment Committee will meet on a quarterly basis in a place mutually agreed to by the Company and Union Co-Chairs. If a termination case is docketed, the Grievance Adjustment Committee will meet in Memphis, TN, to hear that matter.

#### Section 5. Payments.

In settlement of grievances, checks will be made within seven (7) days of settlement of the grievance.

#### Section 6. Limitation Period.

In any case in which the Union seeks to file a grievance to question whether an employee was properly discharged, suspended, or otherwise disciplined, such grievance shall be deemed as conclusively waived if not filed within fifteen (15) calendar days from the date of written notice to the Union of such discharge, suspension, or other disciplinary action, by written notification from the Director of Human Resources, or other designated management representative.

### ARTICLE IX WAGES

Regular employees hourly wages shall be paid in accordance with the attached Appendix A. Apprentice rates for production and maintenance are set forth in attached Exhibit A. Seasonal employee rates are listed in attached Exhibit A, Letter of Agreement "Regarding Use of Seasonal Employees."

### ARTICLE X WORK DAY, WORK WEEK, OVERTIME

#### Section 1. Pay Day.

Payday is Thursday, every other week.

#### Section 2. Work Day.

Except as provided in Section 4, eight (8) consecutive hours, including a thirty (30) minute meal period, shall constitute a day's work. Employees will be scheduled their meal period throughout the shift.

#### Section 3. Work Week.

Except as provided in Section 3.01, five (5) days, forty (40) hours shall constitute a week's work, Monday through Friday, starting between the hours of 10:00 p.m. on Sunday and 1:00 a.m. on Monday. Weekly work schedules shall be posted by and no later than noon on Thursday of the following week. The Company will make every effort to minimize shift and starting time changes.

#### Section 3.01. Continuous Schedule.

The employer may split the work week for all employees in the department or subdivision thereof or any line crew or any other unit deemed appropriate by the employer whenever such unit is operating seven (7) days a week, excluding holidays as defined by this Agreement. Employees in such unit will receive at least one (1) calendar week's notice that they are to be placed on split work week. Such notice may be given by posting. If the work week is split, it shall be split for all the employees in the

unit. The split work week may be maintained in effect for a unit only so long as the unit remains on a seven (7) day work schedule, excluding holidays. If an employee is on a five (5) day schedule, his/her two (2) days off will be consecutive. For as long as a unit is on a split work week, the work schedule for the employees in that unit for any calendar week shall be posted by the employer no later than 12:01 a.m. of the Friday of the preceding week.

#### Section 4. Continuous Work - Schedules.

When the Company requires that any department or other working unit is to work a continuous schedule, the continuous schedule will be the twelve (12) hour schedule with the four by four (4 X 4), two by two by three (2 X 2 X 3), or the four by three by four (4 X 3 X 3 X 4) schedule. Employees in such department or unit may change the particular schedule for such required, continuous work by affirmative vote of seventy percent (70%) of affected employees for such change to the other schedule, provided that such work schedule is limited to the choice of either the Universal or the Twenty-One Turn Schedule for such continuous work. For the Twelve (12) Hour Work Schedule, three (3) fifteen (15) minute breaks are observed during each such shift, including a paid thirty (30) minute lunch break.

#### Section 5. Daily Overtime Premium.

Except as provided in Section 5.01 below for ten (10) and twelve (12) hour schedule, an employee who works in excess of eight (8) hours per shift, including his/her meal time period, will be paid time and one-half for all hours in excess of eight (8) hours. If an employee is notified after he/she leaves the plant that he/she is to report for work the next day earlier than his/her scheduled starting time for that day, he/she shall be paid time and one-half for all work performed prior to his/her scheduled starting time and shall be permitted to work his/her scheduled eight (8) hour shift in addition.

#### Section 5.01. Ten (10) and Twelve (12) Hour Schedules.

Overtime, time and one-half, will be paid for all hours worked over twelve (12) hours per day, Saturday and Sunday in any continuous twelve (12) hour schedule, including the 4 X 4 schedule, overtime time and one-half, will be paid for all straight time hours over forty (40) hours per week, Monday through Sunday. Overtime, time and one-half, will be paid for all hours worked over ten (10) hours per day or all hours worked over forty (40) hours per week, Monday through Sunday. The applicable premium rate will be paid for Saturday and Sunday work for those employees working a ten (10) hour schedule.

#### Section 6. Overtime Distribution.

The employer is required to equalize overtime within departments, by shifts, using criteria agreed to by seventy percent (70%) of affected employees.

#### Section 7. Overtime Scheduling.

A. Overtime for the Memphis Brewery plant in the Production and Maintenance Departments will be scheduled separately for the Packaging, Brewing, Blending and Finishing, Distribution, Mechanical, Powerhouse, Electrical, Paint and Material Handlers groups. Within these groups it will be scheduled on a shift basis.

B. No employee shall receive disciplinary action for refusing overtime work if there are sufficient employees within the applicable overtime group to perform the overtime work. No employee may be disciplined for refusing overtime work unless, because of the refusals, the Company is unable to obtain a sufficient number of employees to perform the overtime work, provided that:

(1) In the event there are insufficient employees to perform the assigned overtime work after the completion of a scheduled shift because of refusals, the least senior employee or employees then working in the applicable overtime group shall be required to work unless he/she has a valid excuse. No employee can be required to work two (2) consecutive eight (8) hour shifts under the provisions of this Section.

(2) In the event there are insufficient employees to perform required overtime work which is to be performed on a Saturday, Sunday or holiday, because of refusals, then the least senior employee or employees in the applicable overtime group shall be required to work unless he/she or they have a valid excuse, provided that he/she or they are notified in accordance with Article X, Section 14. No employee can be required to work two (2) consecutive eight (8) hour shifts under the provisions of this Section.

Prior to any employee receiving any discipline under this Section, the employee must be notified that he or she has no valid excuse. Failure of the Company to notify the employee will forfeit any right of discipline that the Company may otherwise have under this Article.

(3) Employees involved in voluntary shift trades will not be eligible for overtime work on their new shift unless all employees on the new shift are working or have refused to work overtime.

#### Section 8. Overtime - Increments.

Overtime shall be paid in increments of six (6) minutes.

#### Section 9. Shift Starting.

Except as provided in Section 4 (Twelve (12) Hour Schedule), work starting between the hours of 6:00 a.m. and 9:00 a.m. shall be considered the day shift. Work starting between the hours of 2:00 p.m. and 5:00 p.m. shall be considered the afternoon shift. Work starting between the hours of 10:00

p.m. and 1:00 a.m. shall be considered the night shift. If employees are required to start work outside the above-stated times, they shall be paid time and one-half (1-1/2) for work performed prior to the stated starting time and shall be permitted to work eight (8) hours regular straight-time hours in addition. Work performed before 10:00 p.m. on Sunday night on an employee's first shift of the week shall be paid for at the rate of double time and the employee shall be permitted to work eight (8) regular straight-time hours in addition.

Except as provided in Section 4 (Twelve (12) Hour Schedule), employees shall have at least eight (8) hour off between the completion of one period of work and the beginning of the next period of work. In the event an employee is required to return to work with less than eight (8) hours off, he/she shall be paid time and one-half (1-1/2) for the shift which commences upon his/her return to work.

#### Section 10. Shift Premium

Employees working on the afternoon shift shall be paid an additional twenty (20) cents per hour. Employees working on the night shift shall be paid an additional twenty-seven (27) cents per hour.

#### Section 11. Saturday and Sunday Work, Non-Continuous Schedule

A. Except for Power Plant Operators assigned to shift work, all work performed on Saturday in a noncontinuous schedule shall be paid for time and one-half (1-1/2) the straight-time rate, except work on Saturday which constitutes the completion of an employee's fifth (5th) shift of the week.

B. Except for Power Plant Operators assigned to shift work, all work performed on Sunday shall be paid for at the premium rate of double time, except work performed on Sunday which constitutes the start of a first-shift employee's first shift of the week.

#### Section 11.01. Saturday and Sunday Work, Continuous Schedule

Except for Power Plant Operators assigned to shift work, all hours worked as such on Saturday and Sunday will be paid at the rate of time and one-half (1-1/2). When an employee works seven (7) consecutive days and the seventh (7th) day is a Sunday, the employee receives pay at the rate of double time.

#### Section 12. Power Plant Operation

A. For Power Plant Operators assigned to shift work, all work performed on the sixth (6th) day of the work week shall be paid for at the rate of time and one-half (1-1/2) of the regular straight-time rate, except for work performed on the sixth (6th) day of the work week which constitutes the completion of an employee's fifth (5th) shift of the week.

B. For Power Plant Operators assigned to shift work, all work performed on the seventh (7th)

day of the work week shall be paid for at the rate of double time except for work performed on the seventh (7th) day of the work week which constitutes the completion of an employee's sixth (6th) shift of the week.

C. All work performed on Sunday, as such, by Power Plant Operators assigned to shift work shall be paid for at the rate of one and one-half (1-1/2) times their regular straight-time rate of pay.

#### Section 13. Shift Premium Continuation

All shifts starting at straight-time rate shall be completed at that straight-time rate. All shifts starting at a premium rate shall be completed at the applicable premium rate.

#### Section 14. Overtime Posting

The Company agrees to post overtime work to be worked over the weekend by 11:00 a.m. on Thursday, if at all possible, but in any event no later than 2:00 p.m. on Thursday, except in cases of emergency as set forth in subparagraph B of this Section 14. The Company will post a preliminary weekend overtime schedule by 2:00 p.m. on Wednesday.

A. The Company shall be obligated to pay the posted overtime to an employee if the Company does not notify the employee by his/her lunch period on Friday that the overtime work has been canceled.

B. In cases of emergency, the Company may schedule overtime work up to 12:00 noon on Friday. Failure by the Company to post emergency overtime work by 12:00 noon on Friday shall not obligate any employee to perform the posted overtime, provided, however, that the Company shall not be obligated to post a schedule of weekend overtime work for maintenance employees if such work is to be performed because of maintenance requirements arising after 12:00 noon on Friday. An emergency shall be defined as a breakdown, power failure or an act of God. Any dispute concerning the application of emergency may be submitted to the grievance procedure.

C. If the schedules posted on Thursday for the employee to work overtime over the weekend and an employee is absent on Friday, the Company may cancel the overtime work for such employee and assign it to another employee.

D. Overtime assignments and equalization procedures shall be established on a departmental basis, using criteria agreed to by seventy percent (70%) of affected employees. Departmental supervision shall be responsible for assigning the overtime and maintaining appropriate records required under this section.

Section 15. Probationary Employee Overtime.

The Company agrees that probationary employees shall not be eligible for overtime work while regular employees are available.

Section 16. Call-In and Report Pay.

An employee shall be guaranteed eight (8) hours' work or pay at the applicable premium rate when called back to work from outside the plant after completing his/her regular work day and/or his/her regular work week.

An employee who reports for work on his/her regularly scheduled shift shall be guaranteed eight (8) hours' work or pay at his/her regular straight-time hourly rate unless the Company notified him/her at least eight (8) hours in advance of his/her scheduled starting time. A telephone message left at a telephone designated by him/her shall be considered notice. In the event a message cannot be left by telephone, the sending of a telegram to his/her home address at least eight (8) hours in advance of his/her scheduled starting time shall be deemed notice. For the purpose of this Section, it shall be the responsibility of each employee to keep the Company notified of the proper telephone number and address necessary to give such notice.

# ARTICLE XI. VACATIONS

Section 1. Amounts.

A regular employee during his/her first calendar year of employment is entitled to one (1) week vacation as of December 31.

All regular employees, who on December 31 have completed the two (2) years of service, shall be entitled to two (2) weeks of vacation.

All regular employees, who on December 31 have completed three (3) years of service, shall be entitled to three (3) weeks of vacation.

All regular employees, who on December 31 have completed five (5) years of service, shall be entitled to four (4) weeks of vacation.

All regular employees, who on December 31 have completed eight (8) years of service, shall be entitled to five (5) weeks of vacation.

All regular employees, who on December 31 have completed ten (10) years of service, shall be entitled to six (6) weeks of vacation.

All regular employees, who achieved regular status prior to December 31 in the year in which they were initially hired, shall have the calendar year in which they were initially employed count as one (1) year of service for vacation purposes only. However, no such employee shall be entitled to observe his/her first week of vacation until completing one (1) full calendar year of service.

Effective 4/1/97, all newly hired employees vacation eligibility shall be as follows:

A regular employee during his/her first calendar year of employment is entitled to one (1) week vacation as of December 31.

All regular employees, who on December 31 have completed two (2) years of service, shall be entitled to two (2) weeks of vacation.

All regular employees, who on December 31 have completed three (3) years of service, shall be entitled to three (3) weeks of vacation.

All regular employees, who on December 31 have completed ten (10) years of service, shall be entitled to four (4) weeks of vacation.

All regular employees, who on December 31 have completed twenty (20) years of service, shall be entitled to five (5) weeks of vacation.

Section 2. Scheduling.

Vacation period shall be posted by the Company. Employees shall select their vacation periods according to seniority; provided, however, the Company may establish quotas to ensure adequate manning of all operations. Such quota shall provide that a minimum of twelve percent (12%) of the employees in any group may take their vacation in any one-week. The Company and Union Representative will meet to discuss the vacation periods and quotas prior to December 31 of the year. It is the intention of the Company to provide as many vacations as possible during the months of May, June, July, and August, subject to staffing requirements. No employee will be required to take a vacation in lieu of a layoff; provided, however, that employees may apply any accrued vacation at the time of a layoff. Employees not on layoff may take vacation at the time of a layoff, provided employees remain who are qualified to perform the available work.

Employees may split vacations in increments of no less than one (1) week, subject to the existing procedure for selection of vacation periods by seniority. If a paid holiday as provided for in Article XII falls into a vacation, the employee shall be paid for such holiday in addition to and included in his/her vacation pay. If business operations permit, and provided that the Company has available vacation relief personnel to work at straight time rates, employees may take earned vacation in single day increments up to a total of five (5) vacation days per year, and shall receive their base rate of pay at the time of such vacation, and the difference between such pay and the calculation of 1/52 weeks pay at the end of the year. Such single vacation days to the total of five (5) days per year shall be

subject to the existing vacation scheduling procedures of Coors Brewing Company.

#### Section 3. Eligibility.

Vacation pay shall be on the basis of 1/52 of their average earnings for the previous year for each week of earned vacation. In no event shall the vacation pay be less than forty (40) hours pay per fifty (50) days or twelve hundred (1200) hours as of December 31.

Upon request, employees shall receive their pay for vacation on the pay period prior to leaving for vacation.

#### Section 4. Union Leave.

Employees on leave of absence for full time Union business, upon return to work, shall retain the vacation service years they had prior to their leave for Union business. Time lost shall be credited, upon return to work, for the purpose of establishing years of service for vacation eligibility.

#### Section 5. Accrual.

Employees leaving the service of the Company for reasons other than discharge for cause shall be paid for all accrued and accruing vacation rights. Employees discharged for cause shall be entitled to all accrued vacation rights only.

#### Section 6. Injury Time.

Any employee who is off duty due to on-the-job injury or illness, who is eligible for and receiving Worker's Compensation will have such time counted toward earned vacation.

### **ARTICLE XII HOLIDAYS**

#### Section 1. Designated Holidays.

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, day before Christmas, New Year's Eve and Martin Luther King's birthday, shall be holidays with eight (8) hours day shift straight-time pay for all regular employees.

There will be three (3) additional holidays designated by the Company to be scheduled throughout the year, at the first of the year, and to be taken as paid holidays on the dates designated.

To be eligible for holiday pay, a regular employee must work his/her full schedule shift on the day

before the holiday or his/her full schedule shift on the day after the holiday. Any employee laid off fifteen (15) days prior to, or recalled fifteen (15) days after any of the above holidays shall receive eight (8) hours holiday pay for that holiday. Approved absence on either of these days shall not disqualify the employee for holiday pay. Holiday pay shall be at the straight-time rate, excluding shift differentials.

#### Section 2. Holiday Work.

In the event an employee is called into work on a paid holiday, as listed above, and if he/she reports for work, he/she shall be given eight (8) hours work or more, or eight (8) hours pay in lieu thereof, at double (2 times) the employee's straight-time rate, in addition to the holiday provided for in Section 1 of this Article. This provision shall not apply if the Company cancels the call-in notice at least 8-12 (4) hours in advance of the time at which the employee is scheduled to report to work.

#### Section 3. Weekend Holidays.

When a holiday under this contract falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday under this contract falls on Sunday, it shall be celebrated on the following Monday. Powerhouse employees and employees working a 4 X 4 schedule, or any other continuous schedule, shall celebrate the holiday on the actual holiday itself. The holiday rate for each weekend holiday premium shall be double time and one-half (2-1/2 times) the employee's straight-time rate in addition to the holiday pay provided in Section 1 of this Article.

When two (2) holidays together fall on Friday and Saturday, the holidays shall be celebrated on Thursday and Friday, and when two (2) holidays fall together on Sunday and Monday, the holidays shall be celebrated on Monday and Tuesday.

### **ARTICLE XIII REST PERIODS**

The Company shall schedule operations so as to permit employees to leave their work assignments, without interrupting operations, for the purpose of personal relief, temporary relaxation, or smoking, under such regulations as may be prescribed by the Company. Rest periods must be staggered to not interfere with plant production or maintenance requirements. The total time for these rest periods shall aggregate not more than fifteen (15) minutes in that part of the shift before mealtime, and not more than fifteen (15) minutes in that part of the shift after mealtime. Rest time shall start no earlier than three-quarters (3/4) of an hour after starting time and no later than three-quarters (3/4) of an hour prior to lunch and no earlier than one-half (1/2) hour after lunch time and no later than one-half (1/2) hour prior to quitting time. Employees who are required to work four (4) hours overtime beyond their regularly scheduled work shift (defined as eight (8) hours) and actually work the four hour period, will be entitled to a fifteen (15) minute rest period between the eighth and tenth hours of work and will be entitled to another fifteen (15) minute rest period between the tenth hour of work and the end of the twelve hour shift, or pay in lieu thereof. Employees that work only two (2) hours overtime

beyond the regular shift will be entitled to rest periods totaling thirty (30) minutes (either 15 minutes between the eighth and tenth hours and paid 15 minutes at the end of the two (2) hours or all 30 minutes paid at the end of the tenth hour. If the lunch period or break is interrupted, the employee will be paid at the rate of time and one-half for such time lost at six (6) minute increments.

For employees working any continuous schedule on a twelve (12) hour shift basis, such employee shall receive three (3) fifteen (15) minute rest breaks at appropriate break times, and a thirty (30) minute lunch break.

#### ARTICLE XIV. PAYMENT FOR LOST TIME FOR MEDICAL ATTENTION RELATED TO INJURY ARISING OUT OF EMPLOYMENT

##### Section 1. Payment on Day of Injury.

Whenever an employee is unable to complete his/her day's work because of injury or sickness arising out of his/her employment, he/she is to receive full scheduled pay for that day.

##### Section 2. Supplemental Workers' Compensation.

For the period April 1, 2001, to April 1, 2005, whenever an employee is unable to continue work on account of an illness or injury arising out of his/her employment, such employee shall receive the difference between what he/she receives under the applicable State Workers' Compensation law and Five Hundred and no/100 Dollars (\$500.00) per week for a period of time up to twenty four (24) consecutive months.

##### Section 3. Payment Subsequent Treatment.

Whenever an employee has to have medical attention during his/her regular working hours because of injury arising out of his/her employment, the employee shall not suffer any loss of pay for the regular day's work. The Company shall furnish transportation when necessary.

#### ARTICLE XV. GOING FROM HOT TO COLD TEMPERATURES AND VICE VERSA

When an employee is going from a hot temperature job to a cold temperature job, he/she shall be allowed fifteen (15) minutes to adjust himself/herself, other than rest time or lunch period. When an employee is going from a cold temperature job to a hot temperature job, he/she shall be allowed to change his/her clothes. This shall not apply to the routine performance of a job requiring short-term entries into hot or cold temperatures.

#### ARTICLE XVI. HEALTH, SAFETY, AND EQUIPMENT

##### Section 1. Pledge.

The Company is pledged to quality and production with safety, and it will take precautions to secure the health and safety of all employees and abide by the state and federal safety and health standards acts and laws.

##### Section 2. Health and Safety.

The Company shall provide first-aid cabinets or a first-aid room, with a qualified nurse or medical attendance on each shift whenever there are twenty-five (25) or more bargaining unit employees at work in the plant.

##### Section 3. Fumes.

The Company agrees to make every effort to minimize any concentration of gasoline, oil, or any fumes.

##### Section 4. Education.

The Company agrees to maintain a continuing program of safety education to develop a safety awareness within its employees.

##### Section 5. Protective Equipment.

Whenever an employee is required to work with caustic soda, acid or any excessive water or in the handling of wooden pallets, the Company will furnish the necessary protective clothing and appropriate safety and protective equipment, protective footwear, safety shoes, apron, gloves, goggles, masks, or respirators. The assignment, type, and control of said clothing, equipment, etc. shall be under the direction of the Company. It shall be the obligation of the employee upon termination of his/her employment on the request of the Company to return such clothing or equipment and in the event of failure to do so, compensation payable shall be withheld until return, or the cost of such equipment or clothing may be deducted from compensation otherwise payable to the employee.

##### Section 6. Facilities.

The Company shall furnish and maintain lunchrooms, adequate and clean dressing rooms with lockers, washstands, toilets and showers. Employees recognize their responsibility to assist in maintaining these facilities.

### Section 7. Tool Replacement.

The Company shall replace all worn out or broken tools which are contained on the company list of required tools that it requires any maintenance employee to furnish. Production employee tools shall be governed by the agreed upon Letter of Agreement regarding Basic and Routine tools for production employees. The replacement will be of equal quality as those worn out or broken.

#### **ARTICLE XVII**

##### **HAND STACKING OF FULL HALF BARRELS**

No employee shall be compelled to manually lift full half barrels two (2) high unaided.

#### **ARTICLE XVIII**

##### **BULLETIN BOARDS**

The Company will furnish Union bulletin boards at appropriate locations for the posting of notice of Union meetings and other official Union business. These bulletin boards shall be designated as Union bulletin boards. There will be a Union bulletin board in each department.

#### **ARTICLE XIX**

##### **BEER FOR EMPLOYEES**

The Company will sell one (1) case of available beer per employee and provide free of charge one (1) case of available beer per week per employee who is actively at work. A retiree will be allowed to buy two (2) cases of beer per week. For the purposes of this Article, employees on vacation shall be eligible to receive one (1) free case of beer. No beer drinking will be allowed on Company property.

#### **ARTICLE XX**

##### **PERFORMANCE OF BARGAINING UNIT WORK**

It is the policy and intention of the Company that the function of its supervisors is to supervise.

It is the intent of the Company that any employee with supervisor authority may perform any work covered by this Agreement only as set forth in this Article.

Except as provided below in subsections (1) - (5), inclusive, supervisors shall not perform bargaining unit work.

- (1) An emergency, which is defined to be a situation where action is taken to prevent damage or loss to product or equipment or to prevent injury to employees. For example, routine work will not be done to relieve employees on breaks, etc., or to supplement the work force.
- (2) Test performance involving new facilities, new equipment, and replacement facilities which

involve new functions, including start-up and/or close down of same.

- (3) Performance of experimental work beyond the ability of employees.
- (4) The instruction of a bargaining unit employee when such employee is observing the instruction being given.
- (5) Incidental housekeeping-type work. It is the intention of this subparagraph (5) to eliminate petty grievances.

Disputes which arise under this Article will be handled in accordance with the grievance procedure.

#### **ARTICLE XXI**

##### **SHIFT PREFERENCE BY SENIORITY**

#### Section 1. Requests.

Employees shall be allowed to select their shifts in each group by seniority. It is understood that the Company may retain sufficient employees in every work group to fully man the necessary operations of the plant. Employees shall have the opportunity to transfer from one shift to another every ninety (90) days. New regular employees hired by the Company may be assigned to the day shift during the first three weeks of employment if no regular day shift employees are displaced. Thereafter they shall be assigned to either the afternoon or the night shift if there are more senior employees working on either of those shifts who desire to work the day shift. Provided, however, in the event that the Company has more than two (2) probationary employees at one time and it becomes necessary to assign a regular day shift employee to another shift while a probationary employee is assigned to the regular day shift employees. If an insufficient number of volunteers are received, the lowest person on the departmental seniority list on the day shift shall be assigned to another shift during the employee's probationary period.

#### Section 2. Trading.

Any employee, for reasons of personal convenience, may trade his/her shift with another, if both are of equal skill without regard to seniority, for a period not to exceed four (4) weeks, provided this process shall not result in a greater cost to the Company and the Company is notified twenty-four (24) hours in advance, and subject to supervisory approval, which approval will not be arbitrarily withheld.

## ARTICLE XXII INTER-DEPARTMENTAL TRANSFERS

### Section 1. Requests.

Employees who desire to transfer from the department in which they are working to another department shall register their desire with the Company's Director of Human Resources. No employee shall be eligible to transfer if the employee is under suspension or is under a final written warning in his/her existing department. When a full-time opening (defined as resignation, retirement, involuntary separation, or long term additional staffing need) occurs in any department, transfer to that department shall be assigned to the employees that have expressed a desire to transfer into that department, and qualify to perform work in that department, in order of their seniority. The ability of employees to perform the necessary skills of those jobs, need to be determined on a case-by-case basis. If the conclusion by department management is such that the employee is unable to competently perform that assignment, they will then be re-assigned back to their previous department. However a reasonable period of time needs to be initiated to allow that employee to meet acceptable parameters of the job assignment. No employee may request transfer from one department to another more than once in any six (6) months. On occasions where personnel are temporarily assigned to a department as a result of imbalances or immediate production needs, this will not constitute a formal job transfer. Those type of assignments requiring durations of less than ninety (90) days will be assigned on a temporary basis. Those employees assigned away from their "home department" on a temporary basis will be offered placement back in their "home department" prior to any employee from other departments/work groups, being allowed to bid. If the Company needs to move or transfer employees from one department to another, the Company may do so, provided that the employees so moved or transferred are the employees with the least seniority in the department from which they were removed and further provided that such employees will be returned to the department from which they were removed as soon as there is an opening in that department.

### Section 2. Transfers.

It is understood between the parties that employees may transfer from the production department to the maintenance department and from the maintenance department to the production department under the provisions of this Article. It is further understood that no employees shall be eligible for such transfer if the employee is under any current discipline in his/her existing department.

### Section 3. Medical Exception.

An employee may transfer out of a group in less than six (6) months if he/she has a statement from his/her doctor that it is dangerous and injurious to his/her health. The Company may, at its discretion, send same employee to the Company doctor for examination at the Company's expense. If the two doctor's diagnoses are not in agreement, the two doctors shall select a third doctor for examination of said employee, whose decision shall be final and binding for all parties. The third doctor's expenses shall be shared equally by the Company and the Union. Notwithstanding any other

provisions of this section or any other section of this Agreement, the Company will comply with all applicable provisions of the Americans With Disabilities Act (ADA).

## ARTICLE XXIII NON-DISCRIMINATION BECAUSE OF UNION ACTIVITY

The Company and its supervisors shall not discriminate against any employee because of his/her union membership or activity. Supervisors and non-supervisory employees shall treat each other with respect and consideration which is ordinarily expected and practiced by persons in their work relationships with each other.

## ARTICLE XXIV NON-DISCRIMINATION OF RACE, RELIGION, ETC.

Neither the Employer nor the Union shall discriminate against any individual because of race, religion, color, ancestry, sex, age, or national origin, with respect to opportunity for or tenure of employment, or with respect to any term or condition of employment, or any other right, benefits, duty, or obligation created and/or protected by the provisions of this Agreement.

## ARTICLE XXV DISCIPLINARY TRANSFERS

The Company shall not use transfers as a disciplinary measure.

## ARTICLE XXVI PHYSICAL EXAMINATION

Any employee returning to work after a work interruption of at least one (1) calendar week (seven (7) consecutive days) due to illness or injury may be required to present to the Company a certificate of physical fitness for performance of his/her proposed duties. Such certificate shall be signed by his/her doctor and shall duly identify the employee and shall also state that the employee is qualified to resume his/her employment. Notwithstanding anything to the contrary in this Agreement, employees returning to work after a layoff or leave of absence up to twelve (12) months from the date of such layoff or leave of absence may be required to submit to a physical examination by the Company doctor. If the two doctors diagnoses are not in agreement, the two doctors shall select a third doctor for examination of said employee, whose decision shall be final and binding for all parties. The third doctor's expense shall be shared equally between the Company and the Union.